



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: Vinyl Floor Tile, Furnish and Install

CONTRACT #: 608-03

CONTRACT DATES: 07/30/03 - 07/31/08

BUYER: John Burke
PHONE: 585/753-1122
FAX: 585/753-1104

VENDOR(S): EMCO Flooring
200 Metro Pk.
Rochester, NY 14623

Ph: 585-424-2230
Fax: 585-424-2457

TERMS AND CONDITIONS

<u>BID ITEM:</u>	VINYL FLOOR TILE, FURNISH AND INSTALL
<u>FOR:</u>	VARIOUS LOCATIONS THROUGHOUT MONROE COUNTY
<u>DUPLICATE COPIES:</u>	PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.
<u>DELIVERY:</u>	All deliveries to be F.O.B. Monroe County as specified by a purchase order.
<u>SPECIFICATION ALTERATIONS:</u>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. Only formal written addenda can materially alter this set of specifications. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<u>METHOD OF AWARD:</u>	Monroe County will award a contract to THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER based on the LOWEST TOTAL. Monroe County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of Monroe County.
<u>BRAND REFERENCE:</u>	References to a manufacturer's product by brand name or number is done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach catalog sheets listing the specifications for any alternate bid. The acceptance of a bidder's alternate rests solely with Monroe County.
<u>SAMPLES:</u>	Samples for alternates must be submitted by any bidder at the time of the bid at no additional charge to Monroe County. Failure to provide samples within this time frame may result in rejection of your bid. The County reserves the right to reject any bid where the sample is not equal to the product specified, in both construction and color selection.
<u>UNCONTEMPLATED PURCHASES:</u>	Monroe County reserves the right to request separate bids for such quantities of items that may be best procured via separate public bid and/or request for quotation and to otherwise act in furthering its own interests. The County further reserves the right to negotiate more favorable prices with the Contractor should quantities change significantly to allow for a volume pricing discount.

QUANTITIES:

The quantities listed on the Unit Price Sheet are the estimated total quantities for Monroe County and should not be construed to represent guaranteed maximum or minimum quantities to be purchased.

CONTRACT TERM:

Contract shall be for one year starting with the date of contract award through 7/31/04 with the option of renewing the contract for up to four (4) additional one (1) year periods at the mutual consent of both parties.

UNIT PRICES & EXTENSIONS:

As shown on the Proposal pages, Unit Prices must be given. Unit prices shall be multiplied times any Weighing Factor or Estimated Quantity shown to determine an extension. The sum of extensions will result in a Total. All items must be bid where at Total is requested.

WARRANTY GUARANTEE:

Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant/guarantee all goods/services for a period of one (1) year term from the date of award and Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said one (1) year period. All labor, parts and transportation shall be at Bidder's expense. Carpet wear warranties are as specified within. Where a separate warranty agreement is shown in the specification for an item, each successful bidder must execute said agreement as part of the requirements of the contract prior to start of work.

BILLING PROCEDURE:

All invoices for items sold to any authorized agency as a result of this contract must be billed in the following manner: Purchase Order#, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

PURCHASE ORDER ISSUANCE:

Delivery of goods may be directed by the receipt of a Purchase Order only. You are prohibited from supplying items that are not part of the bid project or substituting other items. **Items supplied or services rendered that are not part of this bid project will not be paid for by Monroe County.**

Exceptions may only be authorized by the Purchasing Manager or his authorized agent prior to delivery on that same purchase order by issuance of another purchase order.

The above statement applies to all purchase orders issued by Monroe County.

SUBMITTAL OF FORMAL PROPOSAL:

Formal proposal must be legible and submitted in the original form bearing an original signature. **NEITHER FAXES NOR COPIES WILL BE ACCEPTABLE.**

WAGE RATES:

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his Sub-Contractors, if applicable) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements.

The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established, or may hereafter be established or increased by the New York State Department of Labor during the contract term.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but not be limited to, an inspection of the bidder's facilities and equipment, inventory, review of financial statements, and references. The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension based upon industry price trends. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only once per year, at the time of extension.

**TIME OF
COMPLETION:**

All work for a job must be completed within two (2) weeks after the start work order is issued, unless a different time is specifically agreed upon for that particular order, by a Monroe County Department.

RELATED ITEMS:

The County reserves the right to add related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

OTHER AGENCIES:

The Contract must honor the prices, terms and conditions of this contract with any and all municipalities, school districts, fire districts or other district or public authority within Monroe County. The Contractor must also offer the prices, terms and conditions of this contract to political subdivisions, fire companies or districts located entirely or partly within Monroe County. Orders placed against this contract between the Contractor and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor and any third party.

DAMAGES:

Any damages found by the County to be the direct result of the Contractor's performance of services in this contract will be the responsibility of the Contractor. Repair or replacement of the damaged item(s) by the Contractor will be required, at no additional cost to the County, within ten (10) business days from date of notification.

**SECURITIES AND
INSURANCE:**

Any Certificates of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 p.m. on that day.

INDEMNIFICATION:

Failure to adhere to this may result in the award being rescinded and awarded to the next lowest bidder, or being rebid, whichever is determined by the Purchasing Manager to be in the best interest of Monroe County.

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to

relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

EXCEPTION:

ANY EXCEPTION TO THIS BID MUST BE IN WRITING AND ATTACHED TO THE PROPOSAL SHEET.

VINYL COMPOSITION TILE
FURNISHED AND INSTALLED

**VINYL COMPOSITION
TILE:**

Manufacturer: Armstrong World Industries, Inc.
Model: Imperial Texture Standard Excelon.
Size: 12 in. x 12 in. x 1/8 in. gauge (thickness).
Gloss: 60 degrees specular: 20-40.
Reference specification: ASTM F 1066 - through pattern.
Static load limit: ASTM F 970 - 75 lbs./sq. in.
Fire test data: ASTM E 648 Critical Radiant Flux - 0.45 watts/sq. cm. or more, Class I.
ASTM E 662 Smoke - 450 or less.
Installation: Per manufacturer's written instructions.
Warranty: Materials free from manufacturing defects; installation integrity 5 years from date of purchase.

**ACCEPTANCE AND
PREPARATION OF
SURFACE:**

The contractor shall inspect the sub-flooring before beginning work. He shall notify the County architect in writing of any conditions which will prevent a satisfactory finished product. The contractor shall also broom-clean and prepare the floor to receive the tile. Installation of tile shall be an indication of the acceptance of sub-floors and waive any claim for unacceptable work caused by unsatisfactory sub-floor conditions.

INSPECTION:

The County at any time may require removal of tile for inspection. Exacting workmanship shall be enforced. Uneven surfaces, ill-fitting cuts, and loose tiles will be grounds for rejecting the work.

CLEAN UP:

Upon completion of installation, the contractor shall remove all waste and excess materials, tools, and equipment. He should carefully vacuum clean the entire surface; damp mop with a dilute, neutral detergent solution such as Armstrong S-485 Floor Cleaner; and carefully wipe up black marks and excessive soil. He shall apply two coats of high-quality commercial floor polish such as Armstrong S-480 and must not wash, scrub, or strip the floor for at least four-to-five days after installation.

MASTIC:

The contractor shall provide the type and quality of mastic as recommended by the manufacturer.

ESTIMATES:

Prior to the start of any job, the contractor must submit a quotation for the job cost, including materials and labor. The quote must be approved and a start-work order issued before the contractor is to proceed.

MINOR VARIATIONS:

Minor variations in the specifications will be acceptable. However, vendors must indicate on their proposals, or on a separate attachment, the area in which their products deviate from the specifications.

VINYL BASE:

Vinyl base shall be standard top-set cove, 4" high, .080" gauge, complying with FS SS-W-40, Type II, as manufactured by Roppe Corporation. Installed per manufacturer's written instructions, using manufacturer's recommended adhesives. Up to four (4) colors shall be selected by the Architect.

FLASH PATCHING:

Material to smooth and level floors shall be Ardex SD-F by Ardex Engineered Cements, Inc., self-drying, Portland cement matrix chemically combined with water only to produce a creamy, smooth consistency. Mixing and application as per manufacturer's written instructions.

VINYL COMPOSITION TILE
UNIT PRICE SHEET

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
Install Vinyl Composition Tile	\$1.65/SF
Floor Runner (Metal or Vinyl)	\$2.00/LF
Rate for Moving Furniture, Per Man	\$44.00/Hour
Rate for Flash Patching of Floors	\$44.00/Hour
Vinyl Wall Base, Installed Coved, 4"	\$1.35/LF
Rate for Removing Old Carpet	\$1.95/SY
Rate for Removing Old Carpet from Premises	\$.70/SY
Additional Labor for Overtime at Night or on Saturday	\$22.00/Hour
Floor Prep	\$.70/SF
Rate for removing old VCT	\$.30/SF
Rate for removing old VCT from premises	\$.10/SF

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title:

Contract Number:

Vendor:

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (ie. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:

Title:

Agency:

Telephone: _____ **Fax:**

E-mail:

Please submit this survey to Monroe County Purchasing via e-mail.